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A. Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into on this 21st day of October 2014 by and between the City of California City, hereinafter referred to as "CITY", the Antelope Valley East Kern Water Agency, hereinafter referred to as "AGENCY" and the Mojave Public Utility District, hereinafter referred to as "DISTRICT," and in the aggregate hereinafter referred to as "Parties":

WITNESSETH

WHEREAS, the parties are designated as a "Regional Water Management Group" under the California Water Code Division 6, Part 2.2, known as the Integrated Regional Water Management Planning Act of 2002, hereinafter referred to as "ACT"; and

WHEREAS, Section 10531 of the ACT includes the following declaration:

- (a) Water is a valuable natural resource in California and should be managed to ensure the availability of sufficient supplies to meet the State's agricultural, domestic, industrial, and environmental needs. It is the intent of the Legislature to encourage local agencies to work cooperatively to manage their available local and imported water supplies to improve the quality, quantity, and reliability of those supplies.

WHEREAS, improved coordination among local agencies with responsibilities for managing water supplies and additional study of groundwater resources are necessary to maximize the quality and quantity of water available to meet the State's agricultural, domestic, industrial, and environmental needs; and

WHEREAS, ACT provides for the development of integrated regional water management plans to help maximize the the quality and quantity of water available to meet the State's water needs by providing a framework for local agencies to integrate programs and projects that protect and enhance regional water supplies; and

WHEREAS, Section 10539 of the ACT states that "Regional Water Management Group" means a group in which three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of a plan that meets the requirements in Sections 10540 and 10541, participate by means of a joint powers agreement, memorandum of understanding, or other written agreement, as appropriate, that is approved by the governing bodies of those local agencies; and

WHEREAS, under the ACT, the parties propose to collaboratively prepare an Integrated Regional Water Management Plan for the Fremont Valley, hereinafter referred to as "PLAN," as set forth in this MOU; and

WHEREAS, the study area for the PLAN includes all, or a portion of, the service areas of the CITY, AGENCY and DISTRICT within the Fremont Valley;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is hereby agreed as follows:

AGENCY AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and or documentation for the PLAN in its possession..
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt.
- c. To present the final PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the FINAL PLAN.
- d. To prepare, review, and present to its governing body for approval future grant applications for implementation of the adopted PLAN.

(2) DISTRICT AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt
- c. To present the FINAL PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the final PLAN.
- d. To prepare, review, and present to its governing body for approval, future grant applications for implementation of the adopted PLAN.

(3) CITY AGREES:

- a. To provide and share all necessary and relevant information, data, studies, and/or documentation for the PLAN in its possession.
- b. To review and comment on the draft and final versions of technical reports and the draft PLAN within twenty-one (21) calendar days from the date of receipt
- c. To present the final PLAN to its governing body for consideration and adoption within forty-five (45) calendar days from the date of receipt of the final PLAN.
- d. To prepare, review, and present to its governing body for approval future grant applications for implementation of the adopted PLAN.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This MOU may be amended or modified only by mutual written consent of all Parties.
- b. The Regional Water Management Group shall terminate twenty (20) years after the date of execution unless renewed by mutual written consent from all Parties prior to expiration.
- c. A Party may withdraw from this MOU at any time. A letter, resolution, or similar document signed by the Party's designated representative or other appropriate authority within the Party's organization shall be provided to the other Parties to complete the withdrawal.

d. This MOU shall not constitute a financial commitment from, or on behalf of, any Party. It is anticipated that grant funds will cover any and all costs associated with this MOU. To the extent said costs exist and are not covered by grant funds, a separate agreement will be negotiated.

e. If any provision of this MOU is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this MOU shall be given effect to the fullest extent possible.

f. Any correspondence, communication, or contact concerning this MOU shall be directed to the following:

CITY OF CALIFORNIA CITY
Mr. William T. Weil Jr.
City Manager
21000 Hacienda Blvd.
California City, CA 93505

ANTELOPE VALLEY EAST KERN WATER AGENCY
Dan Flory
General Manager
6500 West Avenue N
Palmdale, CA 93551

MOJAVE PUBLIC UTILITY DISTRICT
Mr. Bee Coy
General Manager
15844 'K' St.
Mojave, CA 93501

g. Each person signing this MOU represents to have the necessary power and authority to bind the Party on behalf of which said person is signing and each of the other Parties can rely on that representation.

h. This MOU may be executed in counterparts, each counterpart being an integral part of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, as follows:

ATTEST: 
By: Denise Hilliker, City Clerk

CITY OF CALIFORNIA CITY

BY ITS: Mayor

APPROVED AS TO FORM:

By: 
Legal Counsel

Avek Water Agency
NOV 17 2014
Received

ANTELOPE VALLEY EAST KERN WATER AGENCY

APPROVED AS TO FORM:

By: Michael T. Kiddle
Legal Counsel

Don Day
BY ITS: GENERAL MANAGER

Keith Dyas
BOARD PRESIDENT

MOJAVE PUBLIC UTILITY DISTRICT

APPROVED AS TO FORM:

By: [Signature]
Legal Counsel

[Signature]
BY ITS: